

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Akerman LLP

2. Registration Number

7227

3. Primary Address of Registrant

Three Brickell City Centre 98 SE 7th Street, Suite 1100, Miami, FL 33131

4. Name of Foreign Principal

Mikheil Saakashvili

5. Address of Foreign PrincipalVivaMedi Clinic, 147 D. Aghmashenebeli Ave.
Tbilisi, Georgia
GEORGIA**6. Country/Region Represented**

GEORGIA

7. Indicate whether the foreign principal is one of the following:☐ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☒ Individual-State nationality GEORGIA**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

See Appendix for Response

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

11. Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: Dr. Giulia Alasania is a citizen of the Democratic Republic of Georgia and is the mother of the foreign principal, Mr. Saakashvili, who is the former President of the Democratic Republic of Georgia. Akerman will therefore perform the duties described herein and in related filings for and at the direction of Dr. Giulia Alasania on behalf of her son, who is currently imprisoned in Georgia.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

02/03/2023Massimo D'Angelo/s/Massimo D'Angelo

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

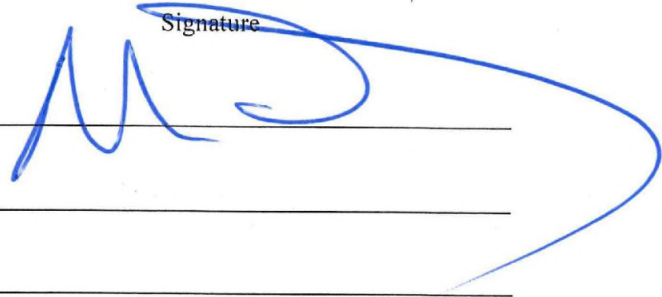
Date

Printed Name

Signature

2/3/23

Massimo F. D'Angelo



Appendix

Response to Item 10(a)

Mr. Saakashvili served as President of Georgia from 2004-2013 and is currently incarcerated as a political prisoner in Georgia. Mr. Saakashvili left Georgia in late 2013 and became a citizen of Ukraine shortly thereafter. Mr. Saakashvili was appointed to the Ukrainian government early in 2015, and for two years served as the governor of the region of Odessa. Since May 2020, he has served as a member of Ukrainian President Volodymyr Zelenskyy's government, as the Chair of the Executive Committee of the National Reform Council. Mr. Saakashvili founded the United National Movement (UNM) political party, which is today the largest Georgian opposition political party. UNM was the leading party in the United Opposition, a coalition that challenged the ruling Georgian Dream Party in the presidential election of 2018 and the parliamentary election of 2020. Shortly after Mr. Saakashvili left Georgia in late 2013, the Georgian Dream Party-led government brought a number of meritless, politically-motivated criminal charges against Mr. Saakashvili, upon which he was tried and convicted in absentia. Despite being in exile for nearly eight years, Mr. Saakashvili has remained an influential figure in Georgian politics. When he returned to Georgia in October 2021 to support fair and democratic elections, Mr. Saakashvili was immediately arrested and imprisoned.

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Akerman LLP

2. Registration Number
7227

3. Name of Foreign Principal
Mikheil Saakashvili

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 07/18/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Akerman has been engaged since July 2022 to provide legal advice in connection with an emergency application for the immediate release of former Georgian President, Mikheil Saakashvili.

As specified in the appended engagement agreement, the initial retention agreement specified that the engagement would be limited to performing legal services related to this matter, but acknowledged that Akerman might agree to expand the scope of the representation from time to time.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

See Appendix for Response

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
See Appendix for Response			

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
08/16/2022- 01/30/2023	Dr. Giulia Alasania	Legal representation	\$ 917,177.44

\$ 917,177.44

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies or things of value in connection with activity on behalf of the foreign principal or transmitted monies or things of value on behalf of the foreign principal or transmitted monies or things of value to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
See Appendix for Response			

\$ 357,406.64

Total

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

02/03/2023Massimo D'Angelo/s/Massimo D'Angelo

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

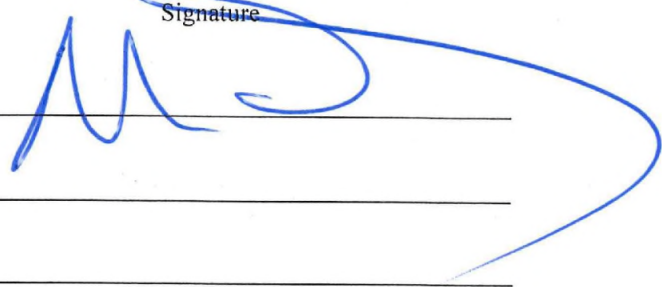
Date

Printed Name

Signature

2/3/23

Massimo F. D'Angelo



Appendix

Response to Item 9

Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide legal services related to application to Georgian court for Mr. Saakashvili's immediate release from prison; plan, coordinate and execute legal strategy in Georgia and advocate on behalf of client internationally by, inter alia, coordinating retention of medical experts, working with public relations firm to raise awareness of client's plight and deteriorating health; outreach to foreign dignitaries, thought leaders, NGOs and US government officials to enlist diplomatic support for client and to secure his release on humanitarian grounds. Advocate for client's release from Georgian prison, providing support as needed with certain governmental relations activities and communications with media outlets in the U.S. and internationally; participate in meetings with U.S. government officials and their staff to seek diplomatic assistance to save Mr. Saakashvili's life by securing his release from prison through diplomatic means. Contribute as needed to written materials discussing Mr. Saakashvili's imprisonment and meet with representatives of the US media to discuss Mr. Saakashvili's case and raise awareness of his plight. These activities may potentially involve assisting with the preparation and dissemination of informational materials.

Appendix

Response to Item 10

Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Advocate for client's release from Georgian prison, providing support as needed with certain governmental relations activities and communications with media outlets in the U.S. and internationally; work with public relations firm to raise awareness of client's plight and deteriorating health; outreach to foreign dignitaries, thought leaders, NGOs and US government officials to enlist diplomatic support for client and to secure his release from prison on humanitarian grounds; meet with such officials, dignitaries and members of the media to discuss the legal case of Mr. Saakashvili and to seek diplomatic assistance to save Mr. Saakashvili's life. Contribute as needed to written materials discussing Mr. Saakashvili's imprisonment. Conduct outreach and engagement and potentially meet with U.S. government officials, agencies, and Members of Congress and their staff regarding possible diplomatic assistance for Mr. Saakashvili. These activities may potentially involve assisting with the preparation and dissemination of informational materials.

Appendix

Response to Item 11-Description

Advocate for client's release from Georgian prison, providing support as needed with certain governmental relations activities and communications with media outlets in the U.S. and internationally; work with public relations firm to raise awareness of client's plight and deteriorating health; outreach to foreign dignitaries, thought leaders, NGOs and US government officials to enlist diplomatic support for client and to secure his release from prison on humanitarian grounds; meet with such officials, dignitaries and members of the media to discuss the legal case of Mr. Saakashvili and to seek diplomatic assistance to save Mr. Saakashvili's life. Contribute as needed to written materials discussing Mr. Saakashvili's imprisonment. Conduct outreach and engagement with U.S. government officials, agencies, and Members of Congress and their staff regarding possible diplomatic assistance for Mr. Saakashvili.

Appendix

Response to Item 11-Detail

Date	Contact	Method	Purpose
10/03/2022	U.S. Embassy Staff in Tblisi, Georgia	Exchanged text messages with Embassy staff members and one in-person meeting	While in Georgia to interview Mr. Saakashvili in connection with the application for his immediate release from prison, Mr. D'Angelo communicated with embassy staff members seeking to enlist the Embassy's help to secure Mr. Saakashvili's release from prison on humanitarian grounds through diplomatic means.
11/21/2022	Staff from the Office of U.S Senator Jeanne Shaheen	November 21 through December 2, 2022; January 5, 2023. Exchanged emails and spoke by phone on December 1, 2022.	Seek help of Senator Shaheen's office to secure through diplomatic means Mr. Saakashvili's release from prison on humanitarian grounds and transfer to U.S. hospital so that he can receive lifesaving medical treatment.
11/23/2022	Chris Harvin, GP International LLC/ DBA GlobalPoint International	Intermittent emails and phone calls from 11/23/2022 to present; assist with engaging with U.S. media, developing talking points, participating in media interviews; assist with editing media statements and supporting information including press releases, editorials, and informational materials disseminated by GP International LLC.	Assist as needed in activities supporting outreach activities to secure release of Mr. Saakashvili from prison on humanitarian grounds.
12/13/2022	U.S. Embassy Staff; Foreign Service Officer in Tblisi, Georgia	Intermittent text messages and phone calls through 1/28/23.	Seek help of US Embassy to secure Mr. Saakashvili's release from prison on humanitarian grounds through diplomatic means; and to seek Embassy's help in pressing the Georgian government to respect Mr. Saakashvili's human rights and due process rights.
12/16/2022	Deputy Assistant Secretary, Bureau of Democracy, Human Rights, and Labor, U.S. State Department	Exchanged emails from 12/16/22 to 12/22/2022	Provide update to U.S. State Department regarding Georgia court proceedings intended to secure Mr. Saakashvili's release from prison on humanitarian grounds and to ensure State Department was aware of issues related to violations of Mr. Saakashvili's human rights and due process rights.

Appendix

Response to Item 13

Item 13: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal? If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
09/09/2022-02/01/2023	Eric Goldsmith M.D., LLC	Expert fees and expenses	\$ 75,864.40
09/27/2022-01/30/2023	Stuart I. Finkel MD	Expert fees and expenses	\$ 79,012.50
09/30/2022-11/01/2022	Jupin International	Fees and expenses for security services	\$ 37,560.89
10/13/2022-02/01/2023	Shaheen E. Lakhan, MD, PHD	Expert fees and expenses	\$ 107,399.23
10/31/2022-11/30/2022	NMS Labs	Lab services for expert analysis	\$ 1,621.00
11/01/2022	James C. Cobey, M.D., M.P.H.	Expert fees and expenses	\$ 2,923.62
11/07/2022-11/17/2022	Michael J. Kosnett, MD, MPH	Expert fees and expenses	\$ 6,825.00
11/16/2022-01/24/2023	GP International LLC	Public relations firm fees	\$ 35,000.00
11/18/2022-01/10/2023	David E. Smith MD & Associates	Expert fees and expenses	\$ 11,200.00

akerman

Massimo F. D'Angelo

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New York, NY 10020

D: 212 880 3814
DirF: 212 259 8579
massimo.dangelo@akerman.com

July 18, 2022

VIA E-MAIL

President Mikheil Saakashvili
595 West 239 Street
Unit B-4
Bronx, NY 10463

Dr. Giulia Alasania
595 West 239 Street
Unit B-4
Bronx, NY 10463

**Re: Legal Advice in Connection with Emergency Application for Immediate Release of
Imprisoned Former Georgian President, Mikheil Saakashvili**

Dear President Saakashvili and Dr. Giulia Alasania

We are pleased that you have engaged Akerman LLP ("Akerman" or the "Firm") to represent President Mikheil Saakashvili and Dr. Giulia Alasania ("Clients") in connection with the above matter. This letter provides the terms and scope of the engagement. A copy of our standard terms and conditions of engagement is enclosed for your review and is incorporated by reference and made a part of this engagement letter. In the event of any inconsistencies between this engagement letter and those of the standard terms and conditions of engagement, the provisions of the engagement letter will control. If there are questions concerning this engagement letter, including our standard terms and conditions of engagement, please give us a call.

Scope of Engagement. We have been engaged to provide legal advice to Clients in connection with an emergency application for the immediate release of the Client's son, imprisoned former Georgian President, Mikheil Saakashvili. We have agreed that this engagement is limited to performing legal services related to this matter and, unless we agree otherwise, in writing (including by email), we are not undertaking to represent Clients or their interests in any other matter. We may agree to limit or expand the scope of this representation from time to time, provided such change is reflected in a written confirmation (including by email) between Clients and our Firm. Although Akerman will use its best efforts to strive to represent Clients effectively, Akerman cannot guarantee success and payment of Akerman's bills is not contingent upon the outcome of the matter or the result obtained.

akerman.com

July 18, 2022

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Staffing. Primary responsibility for this engagement will initially be assumed by Massimo F. D'Angelo. Other attorneys and legal assistants may also be assigned to this matter. Staffing will depend primarily on the judgment of Akerman as to the experience and expertise required to properly discharge its professional responsibilities.

Fees. The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. The time required to perform services is recorded and hourly rates are applied to the recorded time in the billing process. Current rates for lawyers range from \$350.00 to \$1,590.00 per hour, and for legal assistants from \$150.00 to \$400.00 per hour depending upon the skill and experience level of the person performing the services. The current hourly rate for Massimo F. D'Angelo is \$850.00. Please note that our hourly rates are typically adjusted annually and may be adjusted at other times during each year.

Retainer. It is the practice of Akerman to require a retainer when we undertake new representation. Akerman has required that Clients deposit **\$50,000.00** as a retainer which will be held in a non-interest bearing escrow account to be applied to future fees and costs. Akerman's representation, including the performance of services, will not commence until we receive such amount from Clients. Upon the completion of these services, Akerman will apply the retainer to its last invoices and refund any remaining balance to Clients. Akerman reserves the right to use any part of said funds to satisfy a delinquent payment and to discontinue representation until Clients forward funds to restore the full retainer. Akerman also reserves the right to require additional retainer(s) to secure payment of its statements depending upon the scope of services anticipated as this representation progresses.

Choice of Law. The relationship between you as Clients and the Firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law of the State of New York and professional conduct rules of New York Rules of Professional Conduct, without regard to conflicts of laws principles.

Arbitration. If, for any reason, Clients disagree with the amount of our fees or other charges (or, indeed, if Clients believe that any aspect of Akerman's representation of Clients is unsatisfactory in any respect), please call me immediately so that we can discuss Clients' concerns and resolve any disagreement or other problem. However, in the event we are unable to reach a satisfactory resolution of any fee dispute, Clients have the right to request arbitration in New York City under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System, or under applicable bar association procedures, and Akerman agrees to participate fully in that process.

Consent to Future Conflicts. As you know, Akerman is a large law firm and represents many other companies and individuals in many other matters. Thus, during the time we are representing Clients, we may also represent other present or future clients in disputes or transactions adverse to Client that are unrelated to this representation.

July 14, 2022

Page 3

Akerman understands and agrees that this is not an exclusive agreement and Client is free to retain other counsel of Clients' choosing. Also, Akerman recognizes that Akerman shall be disqualified from representing any other client with interests materially and directly adverse to Clients in any matter substantially related to Akerman's representation of Clients.

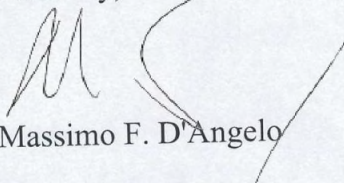
Based on the foregoing, Clients agree that Akerman's representation of Clients in this matter will not disqualify Akerman from in the future opposing it in litigation, transactions, or other legal matters that are unrelated to the subject matter of this representation, and Clients consent to waive any conflict of interest with respect to those representations. Clients agree that Akerman's representing it in this matter will not prevent Akerman from representing clients adverse to Clients in other matters and that Clients consent in advance to Akerman undertaking such adverse representations. Akerman agrees, however, not to use any proprietary or other confidential information of a nonpublic nature concerning Clients acquired by Akerman as a result of our representation of Clients to its disadvantage in any litigation or other matter in which we are opposed to Clients.

If you have any questions regarding the foregoing waiver, or if you believe a modification or clarification is appropriate in connection with our representation of Clients, please do not hesitate to contact us or other counsel for advice.

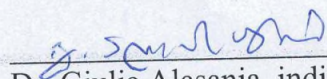
We appreciate your confidence in Akerman and look forward to working with you. This engagement letter may be signed in counterparts. Facsimile or imaged signature pages executed by the Firm and/or Clients shall be effective as original signatures.

Please indicate your agreement with the foregoing by signing below and returning this signature page to us (or by sending us an e-mail that you agree to this engagement letter) along with the retainer set forth above, so that we may commence work. By signing below or confirming via email, you agree that you have read and fully understand the foregoing and the Standard Terms and Conditions of this engagement, including the Consent to Representation of Law Firms advanced waiver on the last page of the Standard Terms and Conditions. Please call or email me if you have any questions.

Sincerely,


Massimo F. D'Angelo

AGREED AND ACCEPTED:


Dr. Giulia Alasania, individually and on
behalf of Mikheil Saakashvili

Date:



President Mikheil Saakashvili

Date:

64970097;1

19 07 2022

AKERMAN LLP STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

The following standard terms and conditions of engagement are incorporated in and made a part of the engagement letter for each matter for which Akerman LLP ("Akerman" or "Firm") is engaged to represent "Client," as defined in the engagement letter. In the event of any inconsistencies between the terms of the engagement letter and those of these standard terms and conditions of engagement, the terms of the engagement letter will control.

Additional Terms and Conditions Regarding Scope of Engagement. The scope of Akerman's engagement is set forth in the attached engagement letter, including these standard terms and conditions of engagement, and is limited to such description. Any changes or additions to the scope of Akerman's engagement, which we would be pleased to consider, must be agreed to and memorialized in writing prior to such change or addition taking effect.

An attorney-client relationship between Akerman and the Client exists during the times when Akerman is actually performing work for the Client on a particular matter. This engagement letter creates a structure for establishing future engagements and attorney-client relationships on an as-requested basis by the Client and subject to written confirmation of acceptance by Akerman. It does not create an attorney-client relationship absent an actual request by Client for representation in a particular matter and Akerman's written acceptance of representation in a particular matter. Akerman reserves the right to decline representation in a particular matter. Unless the description of the scope of Akerman's engagement in the engagement letter states otherwise, Akerman's engagement does not include responsibility for (1) review of Client's insurance policies to determine the possibility of coverage for either the matter Akerman is handling or our fees and costs; (2) notification to Client's insurance carriers about the matter; (3) advice to Client about Client's disclosure obligations concerning the matter under state or federal securities or tax laws; (4) advice about tax issues

that relate to the matter; or (5) other specialized areas of law unrelated to the specific representation which the Firm has undertaken. (Akerman has very capable attorneys in these areas who would be happy to discuss the terms under which they would undertake such representation). Akerman will not provide business, investment, or accounting advice regarding the matter and we will consider that you have independently obtained such advice or do not consider it necessary or relevant to the representation which we have undertaken. Legal services provided are solely for the benefit of Client unless Akerman and Client otherwise expressly agree in writing. In addition, Client may not assign its claims handled by Akerman without the express prior written agreement of Akerman.

Exclusion of Owners, Subsidiaries, Officers, Directors, Employees and Other Affiliates. Akerman's client for purposes of the Firm's representation is the Client as identified in the engagement letter for the matter, and not, unless expressly named in the engagement letter, any "Affiliates" of Client. Unless otherwise agreed in writing by Client and Akerman, Client agrees that Akerman's representation of Client in this matter does not give rise to a lawyer-client relationship between Akerman and any Affiliates of Client. Accordingly, unless otherwise agreed in writing by Client and Akerman, the Firm's representation of Client in this matter will not give rise to a conflict of interest in the event the Firm represents other clients adverse to a Client Affiliate in other matters. "Affiliates" of Client that are excluded from the meaning of Client include, but are not limited to (1) shareholders or constituent partners, members, or other equity stakeholders, (2) parent, sister, brother and subsidiary companies, (3) joint ventures, limited partnerships, general partnerships, limited liability companies, or other unincorporated entities in which Client may have an ownership interest, (4) officers, (5) directors, (6) employees, or (7) any other party related by family relationship, management position or capacity, contractual, cross-ownership or otherwise. *Should you feel it necessary and appropriate to change*

the identified client or to include any of the foregoing within the definition of "Client" for a particular matter, please do not hesitate to discuss the matter with us before signing the engagement letter. The Firm's objective in this policy is to avoid situations where (1) true clients or parties in interest being represented by Akerman find themselves being sued or in an adverse position to another client of Akerman because our records did not properly identify the client, or (2) after undertaking our representation of you (or another client), and investing considerable time and dollars on your behalf, Akerman is forced to withdraw from a representation because of a conflict which could have been identified earlier with accurate client identification at the inception of our attorney-client relationship.

Information/Client Responsibilities. Akerman will seek to keep Client informed of the status of matters. However, Client should feel free to contact us at any time with questions and comments.

Client agrees to provide Akerman with all information that Akerman believes is necessary or appropriate to fulfill our professional responsibilities, and cooperate with us in matters such as fact investigation, preparation of pleadings, discovery responses, and required court or decisional-body appearances. Client's responsibilities include the following: abiding by the engagement letter, paying bills on time, and keeping Akerman advised of Client's address, telephone number and whereabouts. Client further agrees that without Akerman's express prior written consent, Client will not use Akerman's name or the fact of its engagement in any form of advertising or solicitation of business.

Fees and Reimbursable Costs, along with applicable sales or other taxes, will be calculated and assessed for the representation of Client as follows:

Fees. Akerman will bill Client on a monthly basis unless otherwise specified in the engagement letter for a specific matter. Each bill will provide a detailed description and accounting of services rendered during the immediately preceding month. The "services rendered" will be broken down into

two separate components: (1) legal services provided by our attorneys, paralegals and other professionals, and (2) reimbursable costs and expenses incurred by Akerman in connection with its representation of Client. With respect to legal services, Client will be billed on an hourly basis (unless otherwise specified in the engagement letter) at rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney, paralegal or professional rendering the services. Please note that our regular hourly rates are typically adjusted annually and may be adjusted at other times during each year.

The time charges recorded by attorneys are not absolutes to which Akerman adheres without analysis of the time that has been spent. They serve as "benchmarks" which ordinarily are followed. Each month, before bills are submitted, a review is performed to assess the nature of the services performed for the client. In charging for our services, Akerman will consider all the factors outlined in the applicable ethical rules. These include the time and labor required, the novelty and difficulty of the legal issues, the skill required to properly perform the services, the experience, reputation, and ability of those performing the services, any time limitations imposed, the circumstances, the amount involved and the results obtained. In the event that a court or other decisional body (such as an arbitrator) awards attorney's fees in excess of our actual billings, or such is agreed in any settlement or related transaction, it is agreed that, in addition to the amount Client is obligated to pay, Akerman will be entitled to recover the amount of such excess from the opposing party. Additionally, Akerman retains the right to recover its fees from any recovery resulting from its services.

Under certain circumstances, the Client may be entitled to recover its attorney's fees and costs from an adverse party. Because fees and costs awards are totally unpredictable, the Client expressly agrees that it is the Client's obligation under this Agreement to pay all attorney's fees and costs due Akerman, without giving any effect to the recovery of any costs and attorney's fees from any adverse party. In the event Client has paid costs and attorney's fees which are subsequently recovered

from an adverse party, those amounts will be used first to pay all costs and fees due Akerman hereunder, with the balance then being paid to the Client. The amount of the court award of costs and attorney's fees, if any, does not set or limit the attorney's fees due Akerman in any way. The collection of fees from the adverse party is an additional Akerman service, and the Client is expected to pay Akerman a further fee on the same basis as set forth in the Agreement for performing such service. In regard to any amounts which may be recovered for the Client, whether through litigation or otherwise, those amounts will be paid to the trust account of Akerman and will be used to pay all costs and attorney's fees due Akerman hereunder, with the balance then being paid to the Client.

Additionally, if in response to Client's request or by requirement of lawful process Akerman testifies; gathers and/or produces documents; responds to document hold or production requests; or responds to any other requests in connection with possible, threatened or actual proceedings commenced by third parties that relate to Akerman's representation of Client, Client agrees to pay Akerman its reasonable fees and costs incurred.

Although Akerman will use its best efforts to represent Client effectively, Akerman cannot guarantee success and payment of our bills is not contingent upon the outcome of the matter or the results obtained. Please let Akerman know if there are ever any questions concerning our billing or the basis of our charges.

Reimbursable Costs and Expenses. The second component of "services rendered" shown on the bill will be a summary of costs and expenses by category which includes, but is not limited to, expenses such as filing fees, court reporter fees, witness fees, deposition transcripts, court costs, expert charges, audit response letters, long distance telephone, postage, photocopy/scan/print charges, facsimile charges, secretarial and word processing overtime, video conferencing, overnight or special delivery services, research services (such as Westlaw and LEXIS), travel, lodging, meals, and costs related to the collection and imaging of records. Such expenses will be itemized on

Akerman's statements. Certain cost bills may be forwarded to Client for payment directly to the vendor. Due to delays in Akerman's receipt of bills for costs and expenses from third party vendors, Akerman's billing of Client may be delayed. In addition, if substantial costs are to be advanced in connection with the matter, it is Akerman's practice to obtain a retainer to cover such costs or to have them billed directly to Client for payment. Billing for certain cost items may include a surcharge. Others are billed at the amounts actually charged to Akerman.

Employment of Additional Professionals. If Akerman deems it necessary to employ additional professionals with specialized skills and, after consultation with the Client, the Client deems it appropriate to do so, additional professionals may be employed by Akerman. In such event, where appropriate and subject to Client approval, Akerman will employ such professionals in the name of the Client. Notwithstanding the form of employment of the professional and regardless of whether the professional's invoice is addressed to Akerman or to the Client, Client is obligated to pay the fees of the professional in full, upon the rendering of a statement. Akerman reserves the right to request and obtain an additional retainer to defray the fees and expenses of professionals employed in connection with Client's matter. All fees and expenses of professionals shall be subject to the security provisions, interest provisions and other applicable provisions of this engagement letter.

Advice about Possible Outcomes. From time to time, either at the outset or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of the Firm is an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Right to Separate Counsel. Client acknowledges having had the opportunity to seek the advice of separate counsel with respect to this engagement letter.

Electronic Communications.

The use of electronic communications ("EC") (such as email) can be an efficient means of communication, and Akerman often uses it to communicate with clients. Some clients also use instant messaging as a means of communication. However, these electronic communications can be delayed or blocked (such as by anti-spam software) or otherwise not transmitted. Client must not assume that an email or instant message sent to Akerman was actually opened and read unless Client receives a non-automated reply message indicating that Akerman has read Client's message. Akerman may send documents or other information that is covered by the attorney-client or work product privileges using external EC. Client understands that EC is not an absolutely secure method of communication. Client's execution of the engagement letter will serve to acknowledge and accept the risk and authorize Akerman to use EC means to communicate with Client or others necessary to effectively represent the Client. If there are certain documents with respect to which the Client wishes to maintain absolute confidentiality, the Client must advise Akerman in writing not to send them via EC, and Akerman will comply with Client's request.

Trust account. Under applicable law, interest on attorneys' trust accounts for clients may be payable to a state fund for legal services to the indigent, unless clients specifically elect separate trust accounts. If Client desires Client's deposit to be placed in a trust account with interest payable to Client, please so advise. Client will reimburse Akerman for the costs of such account, and Akerman will provide Client with an Advance Deposit Form where Akerman will need Client's taxpayer identification number on the signed W-9 Form. Akerman's trust accounts are held in approved financial institutions, and bear interest at the bank's rates for this type of account. The bank, however, is subject to change at Akerman's discretion.

Payment; Security for Payment. Unless otherwise specifically agreed in the engagement letter, Akerman expects payment from Client upon receipt of the bill. Prompt and full payment for Akerman's services is vital to Akerman's ability to

efficiently provide legal services to all clients. By executing the engagement letter, Client agrees to pay Akerman's invoice upon receipt of the bill, unless otherwise specified in the letter. A failure to question or object to any charges within thirty (30) days after receipt of a statement will constitute Client's agreement to the statement as presented. Akerman reserves the right, in appropriate cases, to request security, including a retainer deposit, for fees and expenses. Security for fees and expenses and the determination of what will constitute acceptable collateral or who will personally guaranty payment, will be made by Akerman after consultation with the Client.

In addition, applicable law may provide attorneys with liens upon materials coming into their possession to secure the payment of their fees. This retaining lien, as well as appropriate charging liens, may be asserted by Akerman in appropriate circumstances. In the event of any proceedings to enforce the provisions of this engagement letter, or otherwise between Akerman and the Client, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court expenses from the other party.

Interest on Overdue Accounts.

Client understands and agrees that if payment is not made within thirty (30) days of the bill date, an interest charge may be added to the outstanding balance in accordance with the laws of the state that governs this agreement. Akerman also reserves the right to discontinue services if Akerman's bills are not paid in a timely manner, and to seek payment for all past services rendered.

Term of Engagement. The effective date of Akerman's agreement to provide services is the date on which we first performed services. The date at the beginning of the engagement letter is for reference only. Either Akerman or Client may terminate the engagement at any time for any reason by written notice, subject, on Akerman's part, to applicable rules of professional conduct. If Client so requests, Akerman will suggest possible successor counsel. If permission for withdrawal is required by a court, we will promptly apply for such permission, in accordance with local court rules, and Client agrees to engage successor counsel to represent Client.

Termination. Absent express notice of termination, Akerman's representation of Client will conclude with respect to any particular matter for which Akerman has been engaged upon completion of Akerman's work on such matter. The Firm's attorney-client relationship for such matter will terminate at such time.

Such termination or withdrawal will not relieve Client of its obligation to pay for services rendered through the termination or withdrawal date, including work in progress and incomplete at the time of termination or withdrawal, and for all expenses incurred on behalf of Client through the termination or withdrawal date.

Post-Engagement Matters. Client has engaged Akerman to provide legal services in connection with a specific matter as described in the engagement letter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless Client engages Akerman to provide additional advice on issues arising from the matter, Akerman has no continuing obligation to advise Client with respect to future developments.

Firm Marketing. Akerman reserves the right to publish the name of Client in legal directories, as well as in Akerman's brochures, web site, deal lists and other marketing materials, which may describe the types of services Akerman provides and the transactions and litigations that Akerman has handled. Akerman also may provide the name, address and telephone number of Client to prospective clients for use as a reference for Akerman. Any such disclosures are subject in all cases to Akerman's obligation to maintain the confidences of Akerman's clients. Client should advise us in writing if it desires that Akerman not publish any information about it in any legal directory, brochure, web site or other marketing materials, and/or that Akerman not provide Client's name, address or telephone number to prospective clients.

Internal Review. In the course of our representation of Client, it may be necessary for Akerman lawyers to analyze or address their professional duties or responsibilities or those of Akerman, and to consult with Akerman's General

Counsel or other lawyers in doing so. To the extent Akerman is addressing its duties, obligations or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Akerman and Client. As a condition of this engagement, Client consents to such consultations occurring and waives any conflict of interest that might be deemed to arise out of any such consultations and any resulting communications. Client further agrees that these consultations and any resulting communications are protected from disclosure to Client and others by Akerman's attorney-client privilege. Of course, nothing in the foregoing shall diminish or otherwise affect Akerman's obligation to keep Client informed of material developments in Akerman's representation of Client, including any conclusions arising out of such consultations to the extent that they affect Client's interests.

Responses to Audit Letters. If Client engages an accountant to audit Client's financial statements, it is likely the accountant will request, during the audit, that Akerman provide a written description of all pending or threatened claims for lawsuits to which Akerman has given substantive attention on Client's behalf. This request is typically a standardized letter provided by the accountant which Client is requested to send to Akerman. Akerman will typically charge Client for providing the response to the audit letter. Client agrees to pay such costs related to the response to the audit letter.

Conclusion of Representation and Disposition of Client Files. Akerman is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. Upon conclusion of Client's representation, subject to the payment provisions of applicable rules of professional conduct, Akerman will return to Client the Client's original papers, hard copy/electronic documents and/or other property that Client provided to the Firm during the engagement. Client agrees to accept the return of such documents and/or property. If Client so requests, Akerman will also provide to Client, at Client's expense, copies or originals of Client's file. Akerman and Client agree that lawyer work

product (for example, drafts, notes, internal memoranda, work files, etc.) are the property of Akerman. Akerman reserves the right to make, at Client's expense, copies of all other documents generated or received by Akerman in the course of Akerman's representation of Client. All such documents retained by Akerman, including client files (including any original documents and/or property that we attempted unsuccessfully to return to you) and Akerman files, will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, Akerman reserves the right to destroy or otherwise dispose of any documents or other materials retained by us thirty (30) days after providing notice of intention to destroy them (unless Client requests those materials within thirty (30) days of notification) or after ten years from the date the matter is completed.

Consent to Representation of Law Firms.

Akerman represents other law firms in various matters. During the time we are representing Client, we may represent other law firms in matters unrelated to this matter, including the representation of other law firms that represent present or future parties in disputes or transactions adverse to Client. When Akerman represents other law firms in matters unrelated to Client's matter(s), we do not believe that such representations create a material limitation on Akerman's representation of the Client. (A material limitation arises if there is a significant risk that a lawyer's ability to consider, recommend, or carry out an appropriate course of action for a client will be materially limited as a result of the other responsibilities or interests of the lawyer or of other lawyers in the lawyer's firm).

When Akerman represents other law firms in matters unrelated to Client's matter(s), we do not believe that such a significant risk exists in such situations. In addition, we do not believe that the exercise of Akerman's independent judgment as counsel to each party generally will be affected by our representation of Client in its matter(s) and our representation of law firms in unrelated matters.

Client acknowledges that we have disclosed the potential material limitation conflict of interest identified herein, and specifically consents to Akerman's representation of Client and our representation of law firms in unrelated matters including law firms that represent present or future parties in disputes or transactions adverse to Client. Client waives any conflict of interest with respect to those representations.

Modification in Writing Only; Severability. No change to the engagement letter shall be effective unless and until confirmed in writing and signed by the Firm and Client making express reference to the engagement letter. The engagement letter, including these terms and conditions of engagement, embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and the engagement letter shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and Client for the engagement. If any provision of the engagement letter is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire engagement letter will be severable and remain in effect.